

1 BILL NO. S-96-02-//

2 SPECIAL ORDINANCE NO. S- 18-96

3 AN ORDINANCE of the Common Council
4 ratifying a collective bargaining
5 agreement for employees of the City
6 of Fort Wayne/City Utilities
7 represented by the International
8 Union of Operating Engineers Local
9 19 for the years 1996, 1997 and
10 1998.

11 WHEREAS, this Council is required to approve
12 all collective bargaining decisions with regard to annual
13 pay and monetary fringe benefits; and

14 WHEREAS, an agreement has been reached by and
15 between the City and the International Union of Operating
16 Engineers Local 19 through collective bargaining as
17 authorized and envisioned by the City's ordinances; and

18 WHEREAS, said agreement is for three (3) years,
19 and pursuant to Indiana law, the compensation provided
20 for therein must be annually ratified; and

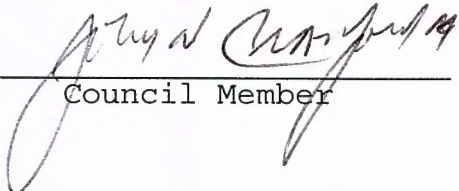
21 WHEREAS, this ordinance is necessary to ratify,
22 fix and establish such compensation for said employees of
23 the City of Fort Wayne/City Utilities for the year 1996
24 and to approve the other provisions of said agreement.

25 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON
26 COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

27 SECTION 1. The collective bargaining agreement
28 by and between the City of Fort Wayne and the
29 International Union of Operating Engineers Local 19, a
30 copy of which is attached hereto, marked Exhibit "A" and
31 incorporated herein, is hereby approved and ratified.

1 SECTION 2. That this ordinance shall be in
2 full force and effect from and after its passage, and any
3 and all necessary approval by the Mayor.

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Council Member

APPROVED AS TO FORM
AND LEGALITY


J. Timothy McCaulay, City Attorney

and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Common Council Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on _____, 19____, at _____ o'clock

M., E.S.T.

DATED: 2-27-96

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Henry and duly adopted, placed on its passage. PASSED 10:50 by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	<u>6</u>			<u>3</u>
BENDER	<u>✓</u>			
CRAWFORD	<u>✓</u>			
EDMONDS				<u>✓</u>
HALL	<u>✓</u>			
HAYHURST	<u>✓</u>			
HENRY	<u>✓</u>			
LUNSEY				<u>✓</u>
RAVINE				<u>✓</u>
SCHMIDT	<u>✓</u>			

DATED: 3-12-96

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)

(SPECIAL) (ZONING) ORDINANCE RESOLUTION NO. S-18-96

on the 12th day of March, 1996

ATTEST:

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

DD Schmidt
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 13th day of March, 1996

at the hour of 11:00 o'clock A. M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 15th day of March, 1996, at the hour of 3:00 o'clock P. M., E.S.T.

Paul Helmke
PAUL HELMKE, MAYOR

MEMORANDUM

LAW DEPARTMENT

TO: MEMBERS OF COMMON COUNCIL

FROM: J. TIMOTHY MCCAULAY, CORPORATION COUNSEL

DATE: March 23, 1996

SUBJECT: IUOE CONTRACT - 1996-1998

BACKGROUND: The IUOE represents a bargaining unit composed of approximately 87 service, maintenance, office and clerical employees in the City Utilities.

<u>1995 Pay Rate</u>	<u>No. of Employees</u>
Below \$11.00/hr	3
Between \$11.00 and \$12.00/hr	10
Between \$12.00 and \$13.00/hr	40
Between \$13.00 and \$14.00/hr	16
Over \$14.00/hr	18

THE NEW AGREEMENT: The new agreement effective January 1, 1996 is for 3 years on wages, and 1 year on language.

A. COMPENSATION

1. Employees listed on the Wage schedule with an asterisk will receive an equity raise. General wage increase of 2.5% for 1996, plus \$200.00 productivity bonus.
2. 1997 base wages shall be increased by an amount equal to the increase in the Consumer Price Index for the North Central Region (with a minimum Consumer Price Index increase of 2%) for the period beginning July 1, 1995, and ending June 30, 1996, over 1996 wages.
3. 1998 base wages shall be increased by an amount equal to the increase in the Consumer Price Index for the North Central Region (with a minimum Consumer Price Index increase of 2%) for the period beginning July 1, 1996 and ending June 30, 1997, over 1997 wages.

B. INSURANCE COPAYMENT: The insurance copayment for 1996 shall remain the same as 1995 rates for the City's basic \$250 deductible. The insurance copayment for 1997 will increase to a maximum of 7% over 1996 rates. The insurance copayment for 1998 will increase to a maximum of 10% over 1997 rates.

C. NEW PROVISIONS:

1. **Goal Setting Committee and Productivity Bonus**

Goals are set so that management and union work together to provide a better work place, higher quality of product, and a more profitable business. A productivity bonus will be given based upon the percentage of productivity/efficiency goals that were reached in the prior year. The goals shall be established by a joint union/management committee (as defined in Section 8 of the contract).

2. **Disciplinary process regarding grave offenses.**

Grave offenses are defined in detail.

3. **Working Hours**

Working hours are modified to provide a more efficient workplace.

* = .20¢ equity raise
 ** = .50¢ equity raise

IUOE #19 - FILTRATION

Schedule A - January 1, 1996

Effective January 1, 1996, hourly wage rates for the listed classifications shall increase 2.5% over April 1, 1995 plus \$200.00 and shall be as follows:

Job Titles	First 3 Months	4 thru 7 Months	8 thru 11 Months	Over 11 Months	
Building Service Person	11.031	11.158	11.278	-----	
Building Service Person Working Ldr.	11.464	11.840	12.242	12.387	
Chemical Feed Operator	12.793	12.952	13.108	13.275	
* Chemical Unloading Operator	12.765	12.925	13.169	13.248	
Chief Electrician	15.647	16.565	17.480	18.397	
Chief Operator	15.647	16.565	17.480	18.397	
Clerk/Typist B	10.867	11.034	11.220	11.434	
Electrician A	14.958	15.876	16.793	17.709	
Electrician B	12.450	12.634	12.828	13.367	
Electronic Technician	15.225	16.142	17.059	17.976	
High Service Pump Operator	12.668	12.826	12.983	13.149	
Hursttown-Cedarville Operator	12.101	12.245	12.390	12.566	
Operating Chemist	13.463	13.649	13.842	14.009	
Painter	12.710	12.924	13.180	13.438	
Plant Clerk (Maintenance)	12.028	12.188	12.315	12.495	
Relief Operator	13.513	13.699	13.892	14.059	
Secretary B	10.867	11.034	11.220	11.434	
St Joe Dam Operator	12.450	12.610	12.854	12.933	
Temporary Student Laborer	9.705	-----	-----	-----	
Utility Person	11.239	11.617	12.019	12.230	
Working Leader	15.246	15.507	15.768	16.044	
	First 3 Months	4 thru 8 Months	Over 9 Months		
*Preventive Maintenance Mechanic	13.508	13.797	14.084		
Mechanic A	13.508	13.797	14.085		
**Mechanic B	12.924	13.180	13.438		
Mechanic C	12.327	12.559	12.791		
	First 3 Months	4 thru 9 Months	10 thru 15 Months	16 thru 21 Months	Over 21 Months
Analytical Chemist	13.585	14.045	14.551	15.105	15.663

* = .50 cent equity raise

IUOE #19 - WPC PLANT

Schedule A - January 1, 1996

Effective January 1, 1996, hourly wage rates for the listed classifications shall increase 2.5% over April 1, 1995 plus \$200.00 and shall be as follows:

Job Titles	First 3 Months	4 thru 7 Months	8 thru 11 Months	Over 11 Months
* Aeration Operator	12.875	13.031	13.186	13.380
Building Service Person	11.349	11.488	11.617	-----
* Control Operator	13.091	13.291	13.499	13.679
Custodian	11.622	-----	-----	-----
Equipment Operator A	13.489	13.691	13.883	14.070
Equipment Operator B	12.045	12.257	12.404	12.583
Grit & Digester Operator	12.245	12.403	12.557	12.747
Laboratory Technician	13.127	13.319	13.510	14.127
Laborer	11.747	11.888	12.008	12.157
Maintenance Service Person	12.583	12.793	12.955	13.186
Operation & Maintenance Foreman	13.489	13.691	13.883	14.070
Plant Electrician	-----	-----	-----	-----
Relief Operator	13.381	13.662	13.853	14.096
Stormwater Station Operator	12.119	12.277	12.432	12.621
Wastewater System Inspector	-----	-----	-----	-----

Job Titles	First 3 Months	4 thru 8 Months	Over 9 Months	
*Preventive Maintenance Mechanic	13.264	13.434	13.617	
Mechanic A	13.562	13.749	13.932	
*Mechanic B	13.264	13.434	13.617	
Mechanic C	12.470	12.613	12.791	

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 19

January 1, 1996 thru December 31, 1998

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PREAMBLE

This Agreement is made and entered into by and between the City of Fort Wayne, Indiana, hereinafter referred to as the Employer, and Local #19 of the International Union of Operating Engineers, AFL-CIO, hereinafter called the Union, and covers all employees of the Water Filtration Plant, and the Water Pollution Control Plant whose work is done and covered under job classifications listed in Addenda A, and B hereto. Furthermore, whenever the male gender is used in this Agreement, it shall include the female gender where applicable.

WITNESSETH

To facilitate the peaceful adjustment of differences that may arise from time to time and to promote harmony and efficiency to the end that the City, the Union, and the general public may mutually benefit, the parties hereto have agreed together as follows:

ARTICLE I - PERIOD OF AGREEMENT

Section 1. Working Agreement:

(a) This agreement shall take effect at the conclusion of satisfactory negotiations, but not before the 1st day of January, 1996, and shall continue in force and effect through the 31st day of December, 1996 and from year to year thereafter, unless it is cancelled or amended.

(b) Notice of cancellation or requests for amendment shall be submitted no later than October 1, 1996, or October 1 of any subsequent year. If amendments are desired, the contents of the amendments shall accompany the notice. If agreement has not been reached on or before November 30, 1996, or November 30 of any subsequent year and if either party considers the negotiations to date to be unsatisfactory, then either party shall have the prerogative of issuing a thirty-day cancellation notice to be effective on January 1, 1997, or on the anniversary date of any subsequent year. During this notice period, both parties agree to continue negotiations in an effort to reach a settlement.

(c) Changes in the working agreement agreeable to both parties may be made at any time.

Section 2. Wage Schedules: (a) The wage and salary rates set out in Schedules A shall take effect at the conclusion of satisfactory negotiations, and shall be retroactive to the 1st day of January, 1996, and shall continue in force and effect through December 31, 1998. Either party may request a wage reopener no later than October 1, 1998. Should such request be made and should negotiations produce wage schedules other than as set forth in Schedules A of this Agreement, the effective date of such adjustment shall be January 1, 1998, or the first day of the

payroll period during which a settlement is reached, whichever is later. Such wage schedules shall remain in effect through December 31, 1998, or until the first day of the payroll period during which a subsequent settlement is reached, whichever is later.

(b) Changes in the wage schedules agreeable to both parties can be made at any time. Such requests will be made in writing by the Union and will be answered in sixty (60) calendar days by the City. If changes are made by the City, the Union will be informed of such changes within five (5) working days.

ARTICLE II - RECOGNITION

Section 1. Management Rights and Responsibilities: (a)

Except as otherwise provided in this Agreement, the City in the exercise of its functions of management, shall have the right to decide the policies, methods, fair work and safety rules, direction of employees, assignment of work, equipment to be used in the operation of the City's business, the right to hire, discharge, suspend, discipline, promote, demote, assign and transfer employees and to release such employees because of lack of work or for other proper or legitimate reasons. The enumeration of the above management prerogatives shall not be deemed to exclude other prerogatives not enumerated which management may now have. The

exercise of these rights by management shall not be used for the purpose of discrimination or injustice against members of the Union, recognizing that all employees are to be treated with fairness and justice. The Employer agrees that in exercising the rights herein, nothing shall be construed or applied in any manner which negates, modifies, or supersedes the rights of employees or the Union where such rights are expressly set forth in this Agreement.

(b) Whenever decisions on discharging, suspending, disciplining, demoting, and laying off covered employees are contemplated by the City, the Union shall be advised of the reasons therefore and shall be given an opportunity to express its point of view.

(c) The Union recognizes that the Employer reserves the right to establish rules and/or change existing rules affecting working conditions. The Union shall be brought into any discussions regarding such changes.

(d) The City agrees not to interfere with the rights of its employees to become members of the Union and shall not discriminate against any employee because of membership or official position in or lawful activities on behalf of the Union, and within the bargaining unit without fear of reprisal, intimidation, coercion,

harassment, or discrimination for so serving.

In this regard, complaints filed by the Union which allege violation of this section shall be immediately and impartially investigated by a representative of the Labor Relations Department. If needed, the Employer will take necessary corrective action.

Section 2. Recognition:

(a) The City recognizes the Union as the exclusive bargaining agent for its employees within the bargaining unit as listed in Addenda A, and B concerning their hours, wages, and other conditions of employment.

(b) Authorized agents of the Union shall have access to the City's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collecting dues, and ascertaining that the Agreement is being adhered to, provided, however, that there is no interruption of the City's working schedule. If the City requests it, the agents of the Union shall notify the employer of its presence on the premises.

(c) Should a dispute arise between the Union and any other union relating to jurisdiction over employees, or operations covered by this Agreement, the dispute shall be resolved by the Labor Relations Director and appropriate representative or tribunals of the unions covered.

Section 3. Agency Shop: (a) Beginning January 1, 1968, as a condition of continued employment, all employees whose job classifications are covered by this Agreement and who elect not to become members of the Union shall pay to the Union directly or through payroll deductions an agency shop fee as determined by the Union. Each employee who enters the bargaining unit shall begin such payments in the month in which he completes his first three months of service.

(b) If an employee fails to comply with the foregoing provisions, the Union shall advise him by certified letter (with a copy to the Labor Relations Director) that, if he does not pay or arrange to pay his arrears within seven calendar days after receiving the letter, the Union will request the City to terminate his employment. If the employee has not complied by the end of the period, the Union shall notify the Labor Relations Director, who shall give the employee a further seven-day notice. If the employee has still not complied at the end of that period, he shall be removed from employment with the City, losing all seniority rights and other rights and benefits established by this Agreement.

(c) The Union agrees to indemnify and hold the City harmless from any and all claims or rights of action which may be hereafter asserted by any person now or hereafter employed by the City and

which arise out of the inclusion or enforcement of the provisions of this agency shop section.

Section 4. Dues Checkoff: (a) With proper authorizations, including voluntary written wage assignments from employees who are covered by this Agreement and who are members of the Union, the City shall deduct each month from the earnings of each of said employees an agreed upon amount representing his current regular monthly union dues and shall remit such monies together with the appropriate records to the proper Union official. Any individual wage assignment may be revoked by the employee by giving proper written notice to the City. In the event of an overcharge already remitted to the Union, it shall be the responsibility of the Union alone to adjust the matter with the employee overcharged. In the event of an undercharge, the City shall make the necessary additional deductions in the next succeeding month or months. In any case, the City's responsibility shall not go beyond exercising normal and usual care in carrying out its obligations under this paragraph; the Union will protect the City from any and all further liabilities and claims which may arise under this paragraph.

(b) Any concerted action on the part of the Union, such as strike and slowdowns, will result in the Union Dues Checkoff being suspended for one (1) year starting from the day of such strike or

slowdown.

(c) Slowdown defined as inactivities which interfere with the City's normal operations and would be determined by a third party agreeable by both parties.

Section 5. Union Cooperation: (a) Employees covered by this Agreement will individually and collectively perform loyal and efficient work and service, will use their influence and best efforts to protect the property of the City and its service to the public and will cooperate in promoting and advancing the City's programs and the protection of its service to the public at all times.

(b) The Union recognizes that employees, in accepting work with the City, accept responsibility for responding to the needs of emergency call-ins for snow storms, disaster situations and similar emergencies.

(c) The Union agrees that in no event whatsoever will any of the employees covered by this Agreement be permitted to cease or refuse the continuous performance of their duties in order to coerce the City in a dispute. If, nonetheless, any of the employees covered herein do cease or refuse work of their own volition, the City will be free to replace such employees and to obtain competent services to continue its normal operations.

(d) The City agrees not to prevent the continuous performance by the employees of duties required in the normal and usual operation of the various departments covered herein. This shall not be interpreted to restrain the City from awarding contracts for work covered by this Agreement when, in the judgment of its management, greater efficiency or economy would result. However, if it is decided to contract out any type of work covered by this Agreement, it is agreed that no employee having one year or more of seniority will be laid off.

Section 6. Union Officials: The City recognizes the right of the Union to designate job stewards, alternates, and committee persons. The authority of Union officials so designated by the Union shall be limited to and shall not exceed the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of this Agreement.

2. The collection of delinquent dues, initiation fees, and uniform assessments when authorized by appropriate Union action.

3. The transmittal of such information and messages which shall originate with and are authorized by the Union or its officers, provided such information and messages have been reduced to writing, or, if not reduced to writing, are of a routine nature and

do not involve work stoppages, slowdowns, refusal to handle goods or any other interference with the City's business.

4. The orderly collective bargaining with management relative to all matters such as renegotiating agreements and all matters contained in present agreement.

Time spent on legitimate Union business shall count toward accrual of forty (40) minimum work hours per week. The lawful pursuit of the aforementioned duties is to be performed during regular working hours.

Section 7. Bulletin Boards: The Employer agrees to furnish a bulletin board located in each department where employees normally work for the sole use of the Union for posting of matters relating to Union meetings and other Union matters.

ARTICLE III - NON-DISCRIMINATION

The parties agree that there shall be no discrimination in employment opportunities because of color, creed, gender, sexual orientation, national origin, age, or veteran's status as provided by Title VII of the 1964 Civil Rights Act, and the Age Discrimination in Employment Act of 1967, as amended. Any conflict between this Agreement and the Americans With Disabilities Act shall be resolved in favor of Americans With Disabilities Act of 1990. This

Agreement applies to all existing employees and all applicants for employment with respect to: hiring, placement, upgrading, transfers, demotion, recruitment, advertising, solicitation of employment, treatment during employment, rates of pay or other forms of compensation, selection for training including apprenticeship, layoff, or termination.

ARTICLE IV - GRIEVANCE AND ARBITRATION

Section 1. Grievance Procedure: The City and the Union recognize that, from time to time, grievances, disputes, and complaints may arise over matters within the scope of this Agreement. Therefore, whenever the Union or any employee covered by this Agreement feels that the City has acted erroneously or improperly in interpreting and applying any of the provisions of this Agreement, then the Union or the employee may file a grievance. Any employee with a grievance will be notified of each of the three steps and shall be requested to attend each step of the grievance process. A grievance is further defined as a violation, or claimed violation, of one or more of the clauses of this Agreement. Any complaint that this Agreement has been violated must cite the section allegedly violated, the way in which it was violated, and redress sought. If an alleged violation cannot be

shown to be in violation of a clause in this Agreement, no grievance shall be deemed to exist and the matter in discussion shall be considered as having been resolved. The subject matter of, and the redress sought in the original written grievance, may not be altered in subsequent steps of the grievance procedure. The grievance shall be processed during regular working hours in the manner hereinafter set forth:

Step 1: The grievance shall be written and presented by the aggrieved employee and/or Union representative to the manager of the department wherein the incident which gave rise to the grievance occurred, within ten (10) working days from the date of the alleged violation. The Department Manager must give his/her written answer within five (5) working days.

Step 2: If no satisfactory settlement is reached in Step 1 within five (5) working days, the grievance shall be advanced to Step 2 by the Union representative, who will discuss the grievance with the Division director. Within five (5) working days the Division director shall give his written answer.

Step 3: If the grievance has not been satisfactorily settled in Step 2, the appeal to Step 3 may be made within five (5) working days from receipt of the Step 2 answer. The Union representative shall discuss the grievance with the Human Resources Director or

his designated representative within ten (10) working days after appeal to this Step. If the above procedure has been followed and the parties are still unable to settle the grievance, the Union shall, within thirty (30) days following receipt of the Employer's Step 3 answer, notify the Employer of the Union's intent to arbitrate the dispute.

Section 2. Arbitration: Upon receipt of written notice by one party from the other, the parties will request from the Federal Mediation and Conciliation Service a panel of seven (7) impartial arbitrators. Upon receipt of such panel, the parties shall mutually agree which party shall strike the first name from the list provided. The remaining names after the first strike shall be eliminated by striking on an alternate basis, and the last remaining name shall be deemed to be the arbitrator selected by mutual agreement of the parties.

The expenses and fees of the arbitrator shall be borne by the losing party. The arbitrator shall make a decision based upon the evidence which is submitted at the hearing. Each party shall bear its own costs for preparation, attendance of its own representatives at the hearing including all witnesses, exhibits or any other matter which is the desire of the given party to bring to the attention of the arbitrator.

The function of the arbitrator shall be of a judicial and not a legislative nature. He shall not have the authority to add to, ignore or modify any of the terms and conditions of this Agreement. Any decision rendered by the arbitrator must be in writing. His opinion must cite the Article and Section of the Agreement on which he has based his decision. The decision of the arbitrator shall be final and binding on both parties. In the event the arbitrator rules in favor of the aggrieved party, he may not order redress greater than that sought in the grievance or provided as a maximum in the grievance procedure. Any back pay ordered shall be less any earnings and employment compensation received by any employee from any source during the period of the back pay award. Additionally, any dues outstanding to the union will be withheld from any back pay ordered and remitted to the local by the City.

Section 3. Extension of Time Limits: In any of the foregoing steps, the time allowed for discussion, adjustment, or appeal to the next step may be extended by mutual agreement. Failure of the Union or of employees to process the grievance to the next step within the time limit shall constitute a basis for the Employer denying the grievance.

ARTICLE V - REGULATIONS AND WORKING CONDITIONS

Section 1. Working Hours:

(a) See Addendum A for Filtration Plant.

(b) See Addendum B for Water Pollution Control (WPC) Plant.

Section 2. New Employees: (a) A new employee shall be termed a probationary employee for a period of ninety days, during which time the City can release such employee at its sole discretion without giving rise to a grievance.

(b) Upon completion of the above probationary period, the employee shall be placed on the seniority list as a regular employee and immediately credited with the seniority which accumulated during this probationary period.

(c) The Employer guarantees the employee a minimum of forty (40) scheduled hours per work week.

Section 3. Seniority: (a) Seniority, as used in this Agreement, shall mean length of service in work covered by this Agreement, except as otherwise provided herein, and shall be measured from the first day of employment. If more than one employee has the same hiring date, order of seniority shall be determined by the last four (4) digits of the employee's social security number; that is, the employee with the lowest number shall have preference.

(b) The seniority of an employee shall terminate under any of

the following conditions:

1. When employee is laid off for a period of more than two years.
2. When a laid-off employee fails to give notice of his intentions to return to work within forty-eight hours after the City has sent to his last-known address a certified letter requesting his return. A copy of such letter shall be sent to the Business Agent of the Union.
3. When employee gives such notice but fails to return to work within one week after the aforesaid letter has been sent to him.
4. When employee resigns his employment with the City.
5. When employee is discharged for just cause.
6. When employee violates the conditions of a leave of absence.
7. When employee is pensioned by the City.
8. When employee is absent more than three (3) days without reporting his absence to his supervisor or the department office, unless unusual circumstances make it impossible to give such notice.

Section 4. Layoff: (a) Employees laid off in any job

because of lack of work shall be laid off in the reverse order of their classification seniority in the department. An employee so affected shall be entitled to a job in any classification within the department in which s/he has the necessary qualifications and seniority. In laying off from any department, bargaining unit seniority shall determine the employees to remain.

(b) In the event of any job eliminations or layoffs, the City guarantees that the Union and affected employees will be notified ten (10) working days in advance of such action, or the employee will be paid for ten (10) working days from date of notice. Any bumping shall be implemented within the ten working days advance notice.

(c) The City agrees that stewards, one Business Manager and the president of the local shall have super seniority as far as layoffs are concerned. The order of seniority shall be as follows; Business Manager, President and stewards (based upon their date of hire). All stewards, the President and the Business Manager shall be the last employees laid off if there ever comes a time when we need a reduction of the work force in the City. This is based on the stewards, President and Business Manager being qualified to do one of the remaining jobs at the time of the layoff, and the stewards, President and Business Manager must be duly elected under

the by-laws and constitution of the International Union of Operating Engineers.

(d) An employee transferred to another job classification in accordance with the terms of this section shall receive the rate range for the job classification to which he is transferred according to the wage schedules listed in Addenda.

(e) When adding to the forces, those most recently laid off, within a period of two years, shall be the first to be reemployed, if available and qualified, provided they are physically able to do the work.

(f) All time off during any one calendar year in excess of thirty (30) days for layoffs or leave of absence respectively shall be deducted in computing years of service.

(g) In the event it becomes necessary to lay-off a member of the bargaining unit the employee's sick time accrual will be frozen on the date of lay-off.

Section 5. Discipline/Discharge: (a) The Employer shall initiate disciplinary action against a unit employee within ten (10) work days after knowledge of the action out of which the discipline arose by the Director of Human Resources or his designee, or in failing to do so shall forfeit any right to take disciplinary action for such offense, except this may extend to

twenty (20) working days if the Employer notified the Union during the ten (10) work day period.

(b) The City shall not discharge any employee covered by this Agreement without just cause. Before any discharge is in order, the City must have given the employee at least one written warning notice with copies forwarded to the Union and the Personnel Administrator. Each warning notice shall remain in effect for a period of one year, after which said written warning shall be removed from employee's personnel file.

(c) However, such warning notice shall not be necessary when the discharge is for grave offenses such as:

1. Proven dishonesty.
2. Being convicted for a felony in a court of law.
3. Stealing of City property or property of co-workers or managers at any worksite.
4. Sabotage.
5. The use of intoxicating substances during working hours or break periods, or any meals when the employee is returning to work after the meal during a regularly scheduled work shift.
6. Alcoholic beverages or illegal substances shall not be brought on City property or City vehicles at any time.

The Union understands and reaffirms the established City rule listed above and that violation shall be cause for immediate dismissal. If an employee reports in to work under the influence of alcoholic beverages or illegal substances and is unable to perform his/her duties and/or constitutes a safety danger to himself/herself or other employees because of this condition, the employee shall be sent home without pay.

7. Falsification of time-cards, records or intentionally clocking in or out another employee's time card.
8. Willful abuse or damage to City Property or destruction of City property, tools, or equipment, or the property or equipment of a customer or another employee, or failure to report any of the above.
9. Fighting or threatening bodily injury to another employee, supervisor or a member of the general public, except in cases of self-defense or the defense of another.
10. Accepting other employment while on an authorized leave of absence for illness or debilitating injury.
11. Effective April 22, 1994, possession of a weapon by City employees while on duty, while on City property, or while on a City job site unless authorized as set forth below,

is strictly prohibited. A weapon shall be defined as any firearm or other instruments of violence. Authorized possession occurs only when:

- (1) the employee with a weapon subject to licensing is appropriately licensed through the appropriate licensing authority; and the employee has received written permission from his/her Division Director, Department Manager, and the Public Safety Director to possess said weapon; or
- (2) the employee is a Police Officer; or
- (3) the employee possesses the weapon in connection with and while undergoing training by the Ft. Wayne Police Department.

12. Fourth step violation of the Attendance Program.
13. Testing positive for an illegal substance during a random drug test, subject to all protections for additional testing of original sample.
14. Refusal to take a required random drug or alcohol test or any drug test based upon reasonable suspicion.

(d) Copies of all disciplinary actions shall be furnished by the Department Manager to the Union and to the Personnel Department

within two (2) working days after the action is taken.

Section 6. Promotion: (a) The most senior employee within the department with the job opening shall be given preference in filling job vacancies. If there are no qualified bidders within the department with the vacancy, then bidding employees from other departments within the bargaining unit shall be considered for the opening. If there are no qualified bargaining unit employees bidding on the vacancy, the Employer may hire someone from outside the bargaining unit.

(b) When a vacancy occurs, as determined by management, in a job classification covered by this Agreement, the City shall within fifteen (15) days either inform the Union that the vacancy is not to be filled or shall post an invitation for bids on the vacancy, describing the duties, skills and qualifications required and the wage rate to be paid. When an additional position in a job classification covered by this Agreement is to be filled, a notice shall be similarly posted. Responsibility for notifying the employees who are absent on vacation or sick leave and who are eligible to bid on a posted job shall be assumed jointly by the City and the Union. Any job not covered by the Agreement must be established by mutual agreement prior to posting.

(c) Each such notice shall remain posted for five working

days; all bids must be submitted before the end of the posting period. The selection made from among those bidding shall be posted within one calendar week following the close of the posting period. A senior qualified employee unable to submit a bid or to assume a position due to absence on vacation or other leave, who has not been notified of the vacancy shall have the right, on return, to exercise seniority in bumping a successful bidder with less seniority. He must exercise this right within five (5) working days after his return. Notification by management shall be a registered letter to the absent employee at his last-known address.

(d) The Department Head will discuss with the Union the qualifications of those employees bidding on the vacancy. If an employee with greater seniority who has bid for the vacancy is bypassed in filling any such vacancy, and does not receive the requested transfer, the employee shall upon request, be informed of the reasons therefore. If the City judges that there were no qualified bidders, it shall so inform the Union and those who bid for the job. In filling any such vacancy, the employee shall be temporarily transferred to the vacancy for a period of thirty (30) days, after which he shall receive the permanent classification or be returned to his original classification. If the employee is

returned, the City will determine whether or not the job will be rebid, and will notify the Union.

Employees bumped to a classification requiring a Commercial Driver's License (CDL) shall have forty-five (45) days from the effective date of the bump or notice of bump (whichever occurs first) to obtain a CDL. Utility employees promoted to a classification requiring a Commercial Driver's License shall have thirty (30) days to acquire a CDL. Time frames as specified above may be extended for reasons other than a failed test.

(e) Any employee promoted under the provisions of this section shall be allowed three (3) successful bids per 12-month period and shall not bid again except for reasons of health or other reasons acceptable to the City.

(f) When the Department Manager is of the opinion that there are no qualified bidders, he shall so inform the Union steward and those bidding for the job after a final decision has been made.

Section 7. Sick and Accident Leaves: (a) Beginning with hire date, a regular employee shall accrue paid sick and personal accident leave at the rate of two and thirty-one hundredths (2.31) hours per week of full employment. The meaning of full employment for sick accrual shall mean, beside all time worked, any time off such as vacation, holidays, etc. and any approved time off such as

doctor's appointments, being late for good and sufficient reasons as snow storms, etc. In no instances will sick time be accrued for leaves of absence, layoff, disciplinary layoff, or time off not approved by the City. If an employee has four (4) sick time occurrences, without having a doctor's certificate, in a six (6) month period, s/he may be required to present a physician's certification for each subsequent occurrence until s/he has had two consecutive months of perfect attendance. For purposes of this Section, "occurrence" is defined as a period of absence due to a single injury or illness.

Sick pay will not be granted until completion of the 90-day probationary period. Sick leave shall be cumulative and carried over from year to year with no maximum limit of accumulation.

(b) If a regular, hourly rated employee is absent from work because of illness or injury for more than one (1) of his consecutive scheduled working days, then beginning with the first day of absence from work, the employee shall be entitled to sick leave allowances, payable for the duration of that illness or injury, or until his sick leave credit is exhausted. Any employee who reports for work as scheduled and is sent home because of illness while at work shall be entitled to sick leave allowances for the remainder of the shift until his sick leave is exhausted.

(c) When sick and accident leave allowances are being paid to an employee as a result of an on-the-job injury, any daily or weekly benefits paid him under the Worker's Compensation Act shall be made over by him to the City. If a third party is judged liable or accepts liability for such injury and makes a settlement with the employee for time lost, the amount of such settlement, up to the amount actually paid to the employee by the City, shall also be remitted to the City. If the absence from work of such employee continues beyond the sixty working days provided in paragraph (1) so that any further allowances paid by the City are charged to the employee's accrued sick leave, then the hours equivalent to any benefits received for such additional period from Worker's Compensation and/or a third party shall be restored to his accrued sick leave upon remitting such monies to the City. Any benefits paid the employee under a personally financed insurance policy and any third party benefits paid for an injury not connected with the employee's job shall be exempt from the foregoing provisions.

(d) If an employee retires, any sick leave credit to which he may be entitled shall terminate on the day preceding the day on which he retires.

(e) If an employee becomes ill or is injured while on vacation, the scheduled vacation time shall be counted as vacation;

if the illness or injury continues beyond the scheduled time of vacation, the sick leave allowances (if any) shall begin on the first consecutive scheduled working day after the end of the scheduled vacation.

(f) If an employee is laid off, any sick leave allowances to which he may be entitled shall be frozen upon the effective date of the layoff if the employee is notified of the layoff prior to the beginning of the illness or injury. If the notice of layoff is given after the employee becomes ill or injured, the employee shall be entitled to sick leave allowances for the duration of that illness or injury.

(g) In the event an employee has been granted a leave of absence of more than thirty calendar days and then becomes ill or injured before the effective date of the leave, the employee will be afforded the opportunity to cancel the leave. If any employee becomes ill or injured while on any such leave of absence, he shall not be entitled to any sick leave allowances for that disability.

(h) To be entitled to any sick and accident leave allowances hereunder, the employee with respect to each illness or injury shall:

1. Be a regular employee.
2. Have sick leave credit when he becomes ill or injured.

3. Have reported the cause of his absence prior to the beginning of the first scheduled working day of absence.

4. Promptly present a physician's certification that he is ill or injured, if requested by the City.

5. Promptly adopt such remedial measures as may be commensurate with this illness or injury and permit such reasonable examination and inquiries by the City's medical representatives as, in the City's judgment, may be necessary to ascertain employee's condition.

(i) An employee on sick leave shall notify his supervisor as far in advance as possible of the day on which he intends to return to work. If he returns without so notifying the supervisor and if such return would result in extra costs and inconvenience due to rescheduling work, the employee may be sent home without pay for that day.

(j) Employees claiming absences charged to sick leave shall have the responsibility to furnish reasonable explanation of any paid absence to the Employer. In addition thereto, where there is evidence of a pattern of sick leave abuse the Employer shall have the right to require a medical certificate for any absence claimed as sick leave until such time as the pattern of abuse no longer

exists.

(k) No paid sick leave shall be allowed for illness or injury caused by willful violence or as a consequence of working for compensation outside the City.

(l) If the disability of a regular employee is caused by injury occurring in the course of employment with the City, the employee shall be paid from the sixth regularly scheduled working day of such absence and the following sixty scheduled working days of absence shall not be deducted from employee's accumulated sick and accident leave. Disability caused by negligence of a third party shall be compensated from the first day of injury.

(m) Any overpayment of sick and accident leave allowances because of an error or mistake in determining eligibility or a later discovery of relevant material facts, such as the applicability of any of the exclusions set out in paragraph (k), shall be deemed an advance to the employee and the amount thereof, upon discovery of such overpayment, shall be immediately due and payable by the employee to the City. In like manner, any sick and accident leave allowances for an on-the-job injury and/or from a third party as set out in paragraph (c) above shall be deemed an advance and the amount thereof shall be due and payable by the employee to the City upon his receipt of such other payments.

(n) Any claim for paid sick or accident leave shall be for legitimate personal illness or injury of the employee only. If an employee makes a false claim or otherwise abuses the privileges herein established, he shall be subject to a five-day, unpaid suspension for the first offense and discharge for any subsequent offense.

Section 8. Notification of Absence: (a) When reasons beyond an employee's control (such as emergency, medical or other critical or serious circumstances) cause an employee to anticipate being late or absent he shall give notice to his supervisor or their designee prior to the starting time of the shift on which he works, in order to be eligible for sickness and accident benefits.

(b) If an employee does not have just cause for failing to give notice, he shall be subject to disciplinary action, including discharge for the most severe cases.

Section 9. Examinations: (a) Physical, mental, or other examinations required or requested by the City or by another governmental body, due to illness, injury, or license renewal, shall be promptly complied with by all employees; the City shall pay for all such examinations and the employee shall suffer no loss of pay for complying during regularly scheduled work hours. It shall not pay for any time spent by the applicants for jobs.

(b) The City reserves the right to select its own medical

examiner or physician; however, the Union may if it believes injustice has been done an employee, have said employee re-examined at the Union's expense. If, upon re-examination, the findings of that test contradict those of the City's medical examiner, the union will be reimbursed for its expenses.

Section 10. Leaves of Absence: (a) With the written approval of the Department Head, a maximum of thirty calendar days leave of absence in each calendar year may be granted to an employee for reasons other than illness and recuperation therefrom, provided the employee can be spared from duty. Such leave may be extended to six months with the written approval of the Personnel/Labor Relations Director of the City. Subsequent extensions may be granted by approval of the Personnel/Labor Relations Director, up to a maximum of one (1) year, and the Union shall be notified of the extension. While on such leave, the employee shall not be deemed to have forfeited his seniority and rights. Additionally, members of the bargaining unit may take advantage of leaves of absence under the City's Family Medical Leave Act Policy (FMLA).

(b) Any employee on leave of absence shall be permitted to return to work only if he is qualified to do so. If such employee accepts employment elsewhere without the written consent of the City, his employment with the City shall be deemed to have been

terminated.

(c) Each request for leave shall be considered on an individual basis only and shall be granted or disapproved according to its merit. Any leave taken shall be without pay.

(d) It is not the policy of the City to grant a leave of absence for the purpose of working outside the Department, unless unusual circumstances involving service to the City of Fort Wayne are involved. These circumstances shall include holding elective office as Mayor, City Clerk, City Council in the City of Fort Wayne. In these cases a leave of absence may be granted for a period of up to four (4) years. During this time said employee's seniority shall be frozen at the point the leave commenced. These leaves may be renewed with the consent of the department manager.

(e) Pregnancy leave is to be treated the same as any other illness. Accrued personal sick time may be used as needed. In the event all sick time is exhausted, a leave of absence should be granted so that the group insurance benefits may be extended and all seniority rights protected. Arrangements to pay the insurance premium while on leave should be made with the Payroll Department. The affected employee's ability to perform the necessary duties will be determined by the attending physician and/or the City physician.

(f) Employees exceeding the thirty (30) days regular illness, or maternity leave, who elect to return to work and are physically and contractually qualified, will return to the position held before leave of absence. If previously held position is eliminated while an employee is on a leave of absence, that employee shall return to work with bumping rights commensurate to their seniority. If previously held position has substantially changed in nature, the returning employee shall have up to forty-five (45) days in which to prove that they meet minimum qualifications for the position.

Section 11. Leaves for Union Business: (a) Employees called upon to transact for the Union with the City any business which requires them to be absent from duty with the City shall, upon twenty-four hours application and with the proper permission, be granted the necessary time off unless business is of an emergency nature.

(b) Employees who handle grievances or complaints shall not suffer any loss of regular pay for the time spent in processing such grievances or complaints.

(c) Employees who serve on the Union negotiation committee shall be paid their regular base pay for the time spent in bargaining the terms of a new agreement. The maximum that will be

paid per session shall be a regular scheduled day's pay of eight (8) hours. Not more than four such employees shall be excused from their duties at any one time. There shall be two from each of the two departments covered in the Agreement. The President and Business Manager shall be excused also, in addition to the above.

(d) Any employee elected or appointed to an office in the Union requiring him to be absent from duty with the City shall, at the end of his term in office, be reinstated in his former position, or, if such position has been eliminated, to a job in the highest classification attained prior to holding such position, with all the seniority and rights accrued as of the time he left the City to take over Union duties. Other employees shall agree to the demotions necessary to make room for him on his return. He shall not be paid by the City during his absence.

Section 12. Funeral Leave: In the case of the death of a member of the immediate family of an employee, the employee shall be granted a maximum of three (3) consecutive work days off with straight time pay to attend the funeral and to attend to administrative details. Members of the Immediate Family include; Spouse, Children/Step-Children, Parents/Step-Parents, Father/Mother-in-Law, Brothers/Sisters, Half Brothers/Sisters, Brothers/Sisters-in-Law,

Sons/Daughters-in-Law, Aunts and Uncles, Grandparents/Grandparents of Spouse, Grandchildren, whether of natural relationship, legally adopted or under legal guardianship of the employee. Proof may be required before granting this benefit.

Section 13. Jury Leave: Employees absent from their duties with the City because of jury duty shall receive the difference between their base pay and the payment received for the period of jury service upon presentation of proper evidence.

Section 14. Military Leave: (a) Regular employees covered by this Agreement who serve this Country in a military capacity shall be re-employed under the provisions of the Selective Service Act of 1948 and subsequent amendments and acts.

(b) Military Leave: All employees who are National Guard or Reserve personnel shall be entitled to a leave of absence from their respective duties pursuant to proper orders issued by the appropriate military authority with no loss of vacation or other leave time while performing military service.

(c) Military Pay: All employees who are National Guard or Reserve personnel shall also be entitled to leave from their duties without loss of pay for a period not to exceed fifteen days or one hundred twenty hours in a calendar year.

Section 15. Transfers: (a) If an employee is temporarily

transferred for two or more hours to a job having a higher rate of pay, he shall receive the higher rate of pay for the entire time so worked. If this higher rated job contains wage time steps, he shall first enter that job at the first step and shall accumulate credit for time spent on that job. He shall receive either his own rate or the rate of the step he enters, whichever is greater. Temporary transfers shall not continue beyond 30 days.

(b) If an employee is temporarily transferred to a job having a lower rate of pay, he shall not suffer a reduction in his rate of pay.

(c) If an employee is permanently transferred to another job, he shall receive the rate of pay for the job to which he is transferred.

(d) Employees promoted or assigned to jobs outside the bargaining unit hired after January 1, 1983 shall retain, but not accumulate, any seniority during the time of such transfer or promotion. Those employees hired previous to January 1, 1983 who have been promoted or assigned outside the bargaining unit shall retain seniority up to January 1, 1995 and not accumulate seniority after that date during the time of such transfer or promotion.

Employees promoted or assigned outside of the bargaining unit after January 1, 1995 shall retain but not accumulate any

seniority beginning at the date of acceptance of the promotion or transfer. In the event such employee returns to the bargaining unit, he/she shall be entitled to whatever rights and privileges his/her accumulated seniority would entitle him/her without prejudice.

(e) Nothing herein shall be applied in such manner that results in circumventing the posting of permanent job vacancies, nor will temporary assignments be rotated to avoid effecting a temporary transfer.

Section 16. Vacations: (a) Upon completion of one (1) full year of service, the employee shall be eligible for two weeks (10 days) of paid vacation. Vacation time is accrued at the rate of 1.54 hours for each week employed in a pay status or the equivalent of two (2) weeks per year. Subsequent to the one year anniversary date, vacation time may be used as it is accrued, with supervisor approval. Time which has not been accrued may not be taken.

(b) When an employee completes five (5) years of continuous service he/she shall accrue vacation at the rate of 2.31 hours for each week employed in a pay status or the equivalent of three (3) weeks per year. This time may be used as it is accrued, with supervisor approval. Time which has not been accrued may not be taken.

(c) When an employee completes fourteen (14) years of continuous service, he/she shall accrue vacation at the rate of 3.08 hours for each week employed in a pay status or the equivalent of four (4) weeks per year. This time may be used as it is accrued, with supervisor approval. Time which has not been accrued may not be taken.

(d) When an employee completes his/her nineteenth (19) year of continuous service and thereafter, the employee shall accrue vacation at the rate of 3.85 hours for each week employed in a pay status or the equivalent of five (5) weeks per year. This time may be used as it is accrued. Time which has not been accrued may not be taken.

(e) Six-day shift employees shall receive a 6th day of paid vacation time, at straight-time pay, for each five consecutive days of vacation taken.

(f) Unused vacation shall automatically be carried over into the next year. In no event will more than one year of vacation accrual be carried over. Amounts of more than one year carryover shall be reimbursed to the employee.

(g) When a paid holiday occurs during an employee's vacation, the employee will not be required to use a vacation day to excuse the absence on that day.

(h) If an employee is called back to work on one or more of the days for which he is receiving vacation pay, he shall be paid an extra time and one-half for all hours worked within his regularly scheduled hours on such day or days. Any time worked on a day for which employee is not receiving vacation pay shall be paid for according to the standard provisions of the Premium Pay clause in this Agreement.

(i) In order to avoid disrupting the working schedule, the City shall designate the vacation periods. When setting the schedule of vacations, the City shall respect the wishes of its employees in the order of their seniority as far as the needs of its service will permit.

(j) Upon termination of City employment, the employee shall be paid for all accrued and unused vacation. The City of Fort Wayne may, at its option, pay the employee at the time of termination, over a period of time that would equate to the individual's salary as if he/she were working, or over a 120 day period. In no event shall payment be extended over a period longer than 120 days.

(k) In the event of the death of an employee who has earned but not used his vacation for the contract year in which death occurred, his beneficiary or estate shall receive an amount equivalent to his earned vacation plus prorated vacation for the

year in which the death occurs.

(1) The Department Manager shall distribute to each employee as soon after the first of the year as is practicable a vacation form showing the number of weeks of vacation each employee is entitled to take; the employee shall indicate on the form the dates he prefers for his vacation and shall return the completed form to the Department Head within fifteen (15) calendar days or as indicated on the form. Employees may split their weeks or take them all at one time. Employees may take up to one week of vacation on a day-at-a-time basis.

The Department Manager shall then make the vacation assignments according to the requests submitted and in the order of the employees' seniority, modified only by the above paragraph (g). Employees who are late in returning their vacation request forms shall have their vacations assigned only after the other employees' vacations have been scheduled. The completed schedule of vacations shall then be posted; after such posting, no changes in vacations shall be allowed except by posting and bidding, with seniority governing the reassignments.

Section 17. Legal Holidays: (a) Holidays within the meaning of this Agreement, shall be:

New Year's Day

Veterans Day

M.L.King's Birthday

Thanksgiving Day

Memorial Day

Day after Thanksgiving

Independence Day

Christmas Eve Day

Labor Day

Christmas Day

or days celebrated for the foregoing. Holidays falling on Sunday shall be celebrated on the following Monday. However, holidays falling on a Sunday shall be celebrated on Sunday for employees on six (6) days on/two (2) days off schedule only. Holidays falling on Saturday shall be celebrated on the preceding Friday. However, holidays falling on a Saturday shall be celebrated on Saturday for employees on six (6) days on/two (2) days off schedule only. Holidays falling on consecutive days of Sunday and Monday shall be celebrated on the following Monday and Tuesday. However, holidays falling on consecutive days of Sunday and Monday shall be celebrated on Sunday and Monday for employees on six (6) days on/two (2) days off schedule only.

(b) Each hourly-rated employee covered herein, subject to the limitations of the following paragraph (c), shall be allowed as holiday pay the equivalent to his regular straight time base pay for each of the holidays recognized in the Agreement, whether such holiday falls on his regularly-scheduled workday or not.

(c) The aforesaid holiday pay shall not be allowed to an employee who is absent from work on the scheduled workday previous to or following the holiday unless a reason satisfactory to the City is given.

(d) Any employee who works on a holiday shall receive double his regular straight time pay, including any applicable shift premium, for the shift hours actually worked.

(e) An hourly-rated employee temporarily working in a classification on a wage rate higher than his base rate shall receive such higher rate for the holiday if he works the scheduled hours in the temporary classification on both the workday preceding and following the holiday.

Section 18. Premium Pay-Overtime: (a) All hours worked over forty (40) in a seven-day cycle, which starts at 12:01 am Sunday and ends at midnight Saturday, qualify for Fair Labor Standards Act (FLSA) premium pay at one and one-half times the employee's hourly rate. Hours worked include hours actually worked, paid holidays, and compensatory time used, but do not include paid sick time, funeral leave, personal time, vacation time, or unpaid time off.

The City shall have the right to reschedule work on a temporary basis to avoid paying overtime; however, such rescheduling, for an employee with 6/2 workweeks, shall not be done in such

a manner as to deprive the employee of an opportunity to work six consecutive days, unless the employee consents.

The City shall have no right to change the normal work schedule of an employee with 5/2 workweeks unless there is a temporary change of shift, a temporary change of duty assignment, or the employee consents. Under no circumstances may the City send an employee home during a scheduled workday solely to avoid paying overtime, unless the employee has worked at least eight hours or the employee consents.

(b) Whenever hours worked are subject to overtime rates on account of two or more provisions of this Agreement, only one overtime rate shall be effective. If the overtime rates are different, the higher rate shall be applied. Notwithstanding any other provisions of this Agreement, in no event shall the combination of overtime pay plus holiday pay or any other pay applying to the hours worked be greater than double time.

(c) As far as it is practicable, all overtime work shall be equally and impartially divided among the employees who generally work in the classification performed at the overtime rate. Each department will maintain and post an accurate employee list showing accumulated overtime hours. This provision shall not be interpreted to limit the Department Heads in rescheduling work or temporary-

ly transferring employees to avoid overtime work or to assure continuity of operations at all times.

(d) An employee who is called back to work after being released from a regular day's work shall be paid a minimum of three (3) hours at the applicable rate of pay for such work. Time will start when the employee reaches the worksite and shall be retroactive up to one hour preceding employees arrival at the worksite. If the employee called arrives after one-hour, the employee will be sent home with no pay due, unless a valid reason for delay is presented to the Manager of the Department.

(e) A shift premium of thirty (30) cents per hour shall be paid for all the hours actually worked on a shift having 50 percent or more of the hours scheduled between 6:00 p.m. and midnight. A shift premium of thirty-five (35) cents per hour shall be paid for all the hours actually worked on a shift having 50 percent or more of the shift hours scheduled between 12:00 midnight and 6:00 a.m. Swing shift employees shall receive shift premium of thirty-five (35) cents per hour for all hours worked. In computing overtime for shift work, the overtime factor shall be applied to the base rate and the applicable shift premium payment then shall be applied. There shall be no pyramiding of overtime. Shift differential shall be paid for personal time, vacation and holidays

if time off occurs during or after the week in which premium hours were worked. Shift premium however, shall not be applied towards sick time hours.

(f) Employees, in the event an emergency is declared by the Mayor, or his designee, which impacts the majority of Civil City and City Utilities Departments and requires personnel from them will be compensated at their straight time hourly rate, plus \$2.50 added to this rate for all overtime hours. This special rate is to be received by all unions with bargaining agreements with the City and will provide equitable compensation for unusual and extraordinary need of City services by the community.

Section 19. Safety Practices: (a) A safety committee will be established to function and to hold regularly-scheduled monthly meetings in their respective departments. The committee members will be chosen by both management and the Union for the purpose of making constructive recommendations to the Employer.

(b) If an employee neglects to follow the safety practices established by the City for the work he performs (including the proper use of protective equipment supplied by the City,) he shall, after proper warning, be subject to disciplinary action.

(c) The employee shall purchase and wear required safety shoes. The City shall pay the cost of one pair per year of industrial safety glasses as approved by the Risk Management

Department, up to a maximum of \$50.00, with receipt of purchase. The City will not pay any cost incurred by or in connection with a prescription that may be needed to acquire safety glasses. If the safety glasses are broken in the work area, when working, the City will replace them at the entire cost to the City.

(d) Both the City and the employees covered by this Agreement recognize that, as owners and operators of motor vehicles, they share legal and moral obligations to the public to see that such vehicles meet minimum safety requirements. Therefore, any employee who detects a mechanical fault or other unsafe condition in any vehicle or other property of the City shall forthwith inform the proper supervisors who shall make a fitting examination of the equipment in question. When a fault thus verified involves the braking or steering mechanisms and is of a nature to make the equipment unsafe for street use, then such equipment shall be taken out of service until the fault is corrected.

(e) Uniforms shall be worn by all employees represented by the bargaining unit if required by the supervisor. Such uniforms shall be furnished by the City at no cost to the employee. Uniforms not worn by the employee shall be returned to the City.

(f) Foul weather gear as listed herein, or as determined by management, shall be furnished by the City at no cost to the

employee. Said gear shall be checked in and out by management and assigned to a specific employee:

Filtration Plant and WPC Plant shall furnish rainsuits/raincoats.

(g) Employees shall be reimbursed up to a maximum of \$25.00 for the cost of Commercial Driver's License renewal if their current job description requires such certification.

(h) Any additional licensing, certification or recertification other than an operator's or chauffeur's driver's license required for a Utility employee's current position shall be paid for by the Utility.

Section 20. Retirement: (a) Upon retirement, under the terms of any of the City's recognized retirement programs (which includes PERF and the Federal Social Security Program) an employee shall receive credit for all accumulated sick time and shall be paid for said time at the following rates:

(1) \$1.00 for each hour up to 520 hours.

(2) Twenty-five (25) percent of the employee's normal straight-time hourly rate for each accumulated hour over 520.

In lieu of (2) above, an employee may use such accumulated sick leave over 520 hours to purchase group health insurance the Employer is required to make available to retired employees under

I.C. 5-10-8-2.6, with credit given at fifty (50) percent of the employee's normal, straight-time hourly rate for each accumulated hour over 520.

In the event of any employee's death, his accumulated sick time shall be paid at the rate of \$8.00 for each eight hours accumulated to the employee's beneficiary.

(b) All bargaining unit employees shall be covered by the Public Employees' Retirement Fund of Indiana (PERF) and will be credited with all prior service with the Employer whether previously covered by PERF, Municipal Utilities Pension Fund (MUPF,) or no pension plan. Employees with broken service will be credited for past service on a cumulative basis, provided no withdrawals of contributions have been made. Where PERF withdrawals have been made, the Administrator of the PERF shall determine whether periods of service for which a withdrawal was made will be credited and the conditions which must be met in order to receive such credit. In cases where previous service was credited under MUPF and refunds were made from that Plan, broken service for which a refund was made will not be credited unless affected employees repay to the City Utilities the amount refunded by MUPF.

(c) Each employee who retires under one of the programs cited in Paragraph (b) above, and who has at least eight years of

continuous service at retirement, shall receive a \$5,000 life insurance policy for the rest of his/her life.

(d) Employees who retire under the terms of any of our recognized retirement programs with a minimum of five (5) years' consecutive service shall be eligible to participate in the current retirees' group insurance plan at the rates determined by the carrier.

Section 21. Insurance: (a) The Employer agrees that basic life, medical, dental and long-term disability insurance benefits shall be extended to all bargaining unit employees for the life of this Agreement. The copayment cost for the \$250 deductible plan shall be Thirty-one dollars and twenty-five cents (\$31.25) per month per employee for single coverage, fifty dollars (\$50.00) for single plus one coverage, seventy-seven dollars fifty cents (\$77.50) for family coverage. These rates will be effective January 1, 1995 through December 31, 1996. **Copayment rates for 1997 shall not increase above 7%. Copayment rates for 1998 shall not increase above 10%.** Optional insurance benefits may be offered at rates set forth by the Employer for all employees.

(b) All insurance policies will terminate for the following reasons:

- 1) Termination of employment.

2) Thirty (30) days after date of layoff.

3) City employees on legitimate regular illness, or maternity, leave of absence will be covered under the City insurance plan for thirty (30) calendar days. In case of illness or maternity leave, this shall not apply until accrued sick leave pay is exhausted. If the employee elects to extend such insurance coverage beyond the 30 calendar days, he may do so by contacting the Payroll Department and arranging to pay the full insurance premium at the existing rate at the time of the leave of absence. The City shall waive the premium payment by the employee for a period not to exceed six months during serious long term illness, including extended pregnancy leave for medical reasons.

4) Strike or slowdown. Slowdown defined as any activities which interfere with the City's normal operations and would be determined by a third party agreeable to both parties.

(c) Employees actively at work on the first day following their first 30 days of employment shall be eligible for all insurance plans covered under this Agreement.

Section 22. Personal Time: (a) Employees shall receive five days personal time each year commencing with the completion of one (1) year's continuous service.

Employees who have completed six (6) years of continuous

service shall receive six (6) days personal time each year. Employees who have completed twenty-five (25) years or more of continuous service shall receive eight (8) days personal time each year.

As an additional personal day, an employee shall be entitled to a paid day off for his/her birthday if s/he is in an active employment status on his/her birthday.

All personal time authorized by this Article V, Section 22 (a) shall be earned from date of hire or rehire and shall be granted to each employee on his/her anniversary date for use during the following year.

(b) Except for employees on 6 days on/2 days off schedule, personal time will be taken separately from any vacation time. All personal time must be approved by management at least one (1) working day prior to the request for such personal day. In the event of an emergency, as determined by the Department Manager, the one working day notice may be waived. Personal time may not be carried over from year to year.

Section 23. Separability and Savings: (a) If any article or section of this Agreement or of any riders thereto should be held invalid by operation of law or by any tribunal of competent

jurisdiction, or if compliance with or enforcement of an article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement or of any rider thereto, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance or enforcement has been restrained, shall not be affected thereby.

(b) If any article or section is held invalid or if enforcement or compliance with such article or section has been restrained as above set forth, the parties shall enter into immediate collective bargaining negotiations upon the request of either party, for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint.

WHEREAS, the City of Fort Wayne, Indiana, has recognized that the International Union of Operating Engineers Local 19 represents a majority of the employees in the below-described unit, and

WHEREAS, the unit covers employees in job classifications listed in Schedules A of Addenda A, and B of this Agreement,

THEREFORE, be it resolved that this Agreement shall become effective on the 1st day of January, 1996, and shall remain in full force and effect through the 31st day of December, 1998.

FOR THE CITY:

FOR THE UNION:

Paul Helmke
Mayor

Glenn Gerke
Business Manager

Tim McCaulay
City Attorney

John C. Widmann
President

Payne Brown, Director of Public
Safety and Human Resources

James D. Fort, Steward &
Committeeman, Filtration Plant

Chris Gach, Act. Superintendent
Water Pollution Control Treatment

John Barnets, Committeeman
WPC Plant

Doug Pooler, Superintendent
Filtration Plant

Robert VanEvery, Committeeman
Filtration Plant

Terry L. Atherton, Director
Utilities Administration

Date: _____

IUOE ADDENDUM A - FILTRATION PLANT

Regulations and Working Conditions

Section 1. Working Schedules: The regular working hours for Filtration Plant employees shall be as follows:

(a) Chief Operator, Operating Chemist, High Service Pump Operator, St. Joe Dam Operator, Chemical Feed Operator: first shift = 6:00 a.m. to 2:00 p.m.; second shift = 2:00 p.m. to 10:00 p.m.; third shift = 10:00 p.m. to 6:00 a.m.; eight consecutive hours per day for six consecutive days and then two days off, Sundays and holidays included.

(b) Working Leader, Mechanic A, Mechanic B, Mechanic C, Utility Person, Building Service Person, **Electronic Technician, Plant Electrician and Painters:** 7:00 a.m. to 3:00 p.m., Monday through Friday.

(c) Plant Clerk (Maintenance), Preventive Maintenance Mechanic: **7:00 a.m. to 3:00 p.m.,** Monday through Friday inclusive.

(d) Chemical Unloading Operator: **7:00 a.m. to 3:00 p.m.,** Monday through Friday.

(e) Analytical Chemist: 7:00 a.m. to 12:00 noon and 12:30 p.m. to 3:30 p.m., Monday through Friday.

(f) Secretary B, Clerk/Typist B: **7:30 a.m. to 4:00 p.m.,** with rotating lunch period, Monday through

Friday.

(g) Summer hours (6:00 a.m. to 2:00 p.m.) apply to the following positions only: Working Leader, Mechanic A, B, and C, Electrician, Electronic Techs., Painters, Utility Person, Building Service Person, Plant Clerk (Maintenance), Preventative Maintenance Mechanic, and Chemical Unloader. Summer Hours are from Memorial Day to Labor Day.

(h) Hours of work may be modified, in writing, by agreement of management and a majority of the members of the unit affected by the proposed change(s) in hours. At any time thereafter, the normal hours of work provided for herein shall be resumed if requested by management or by a majority of the unit affected by the change in hours.

(i) When a temporary vacancy such as one due to vacations or sickness or other emergencies occurs in the operator classifications, and if the vacancy can be filled at straight time by temporarily transferring a qualified employee from another classification such employee may be assigned to the vacancy. Saturday and Sunday will be offered to regularly assigned operators unless a week long vacancy occurs (6 days).

(j) If a maintenance person is assigned to work as a relief operator, s/he shall not be required to take one day off before taking over on the relief shift. When the relief is over, s/he shall return to maintenance on the first scheduled work day for

such work and work her/his regular days at straight time pay.

Section 2. Special Premium Overtime Provisions: Subject to the provisions of Section 18 of this Agreement: (a) An hourly-rated, six-day shift employee whose regularly scheduled work day falls on Sunday shall be paid straight time for that day.

(b) Any operating employee called back to work who is not given at least (1) hour notice prior to shift, will be entitled to one (1) hour straight time pay. Time shall start when employee's are called, however, all time exceeding, sixty (60) minutes between the time of the call and the time of reporting for work shall not be paid for. In addition, any operator called back to work will be guaranteed a three (3) hours minimum pay.

(c) One electrician, or electronic technician, and one workleader, or an A Mechanic or their designated replacements are to be paid eight (8) hours standby pay. Standby assignments will be scheduled by management on a rotating basis for weekend call. Employees on standby shall receive their regular rate of pay for a total of eight (8) hours. Those on standby pay during Thanksgiving, and Christmas holiday weekends will receive eight (8) additional hours of pay. All hours worked, while on standby, shall be paid at applicable premium pay rates in the contract.

(d) In addition to normal shift hours all operators will be given the option to be present before the start of their shift for

purposes of receiving information shall be entitled to additional pay up to two-tenths (2/10) of an hour. This time may count towards hours of work for purposes of calculating overtime.

(e) Employees are expected to stay until the next shift arrives absent vacation or exigent circumstances for up to thirty (30) minutes or when replaced, whichever is shorter.

Section 3. Wage Schedules: Notice of any action taken by the City after the date of the Agreement in the matter of adding, abolishing, or re-rating positions because of changes of duties or functions shall be promptly given by the City to the Union. If the Union feels that any such action by the City is erroneous, it shall so notify the City in writing within ten (10) days and such matter may be made a grievance under the grievance procedure provided for in the Agreement.

The City may employ or transfer workers in any of the classifications listed in the following Schedule(s) at the indicated beginning rate, or at a higher rate (not to exceed the maximum rate for such classification) in the event the previous experience and qualifications of such employee entitle him to such higher rate.

Employees shall progress in accordance with Schedule A.

Section 4. Attendance Bonus Pay:

Employees who have a minimum of 80 hours accrued sick time and four

months of perfect attendance will be entitled to an additional eight (8) hours of pay. Perfect Attendance shall be defined as working all scheduled hours. The period of four months perfect attendance will begin following the last absence by the employee. Payment of cash bonus will be made within the next pay period following the end of four months perfect attendance.

Section 5. Plant Committee:

(a) A Labor/Management Committee will meet once a month through the term of agreement. The Committee is to be made up of at least two people from management, and anybody from Labor wanting to attend. The purpose of this joint committee will be to work together to find ways to make this Department more effective, and to work on ways to build morale.

Section 6. Skill Based Compensation:

1. Skills based compensation for the five (5) required classes is added to the mechanic classification. It is agreed that an incentive bonus shall be added at the rate of 20 cents for each of the classes for all personnel in maintenance classifications, including Mechanic A, B, and C, and Work Leader, Preventive Maintenance Mechanic, Chemical Unloader, and Utility workers. The total amount for attaining a passing grade for all courses will equal \$1.00 per hour in addition to the base pay for the above listed classifications. Maintenance employees only will be

eligible for this incentive. All other employees will be eligible for reimbursement only with no bonus, unless or until they transfer into a covered maintenance classification.

2. It is agreed that additional "skills building" courses could be added to the original list of five (5) that are currently identified. These additional courses shall be selected and approved by the upgrade committee. Costs for tuition and materials will be reimbursed to any FLP employee that completes the course with a "C" or better grade. In addition, employees in the classifications designated by the upgrade committee that successfully complete any of these supplemental courses shall be eligible for a 5 cent per hour bonus for each course completed in their area.

3. A bonus of 25 cents per hour will be paid to employees that attain AT Certification, with the exception of those positions that require AT Certification, such as Chief Operators. In addition, a 10 cent per hour bonus will be paid to employees that attain a lower certification such as GF or DSL. This 10 cent bonus will be paid only one time for any or all lesser certifications.

Section 7. Upgrade Program for Mechanics

Management will within the next sixty (60) days develop a Letter Of Agreement with the Union regarding these upgrades.

PROPOSAL
UPGRADE PROGRAM FOR MECHANICS
FILTRATION PLANT

(Management will develop a Letter of Agreement with the Union regarding upgrades within the next 60 days.)

(a) The current staff manning levels for Mechanic A, B, and C will be aggregated to reflect a total number of Mechanics, not individual grades.

(b) Mechanics will be given the opportunity, through related classroom training and work assignments to gain the necessary experience and skills required to advance into the next grade.

(c) Employees will be awarded the highest classification that they previously held in Mechanic A, B, or C when re-entering the Mechanic classification from another group.

(d) Employees will be eligible to upgrade after a period of one year in the lower classification. Providing that they have met the minimum requirements for the higher classification during that year. Upgrades for employees with more than one years service in grade will be awarded at the time the requirements are met.

(e) Employees that do not wish to advance above their current grade will be compensated at the top level of pay for that grade after meeting the time requirements for progressive steps in the grade.

(f) Classroom related training will be required for Blueprint Reading I and II, Basic Hydraulics and Pneumatics, Acetylene (Gas) Welding, and Arc Welding.

(g) Employees will be required to attain a passing grade at an accredited institution to receive credit for the classes listed above. Classroom attendance will be during off hours. Employees will be required to register for classes and pay for tuition, manuals, and lab fees, if applicable.. Reimbursement of all costs, minus mileage, will be made by the City upon satisfactory completion of each course. A passing grade of C or greater will be necessary for reimbursement where letter grades are awarded for classes. If the only option is a pass/fail final grade, a pass is required.

(h) Accredited institutions include Continuing Education Center, 1200 S. Barr St., Ivy Tech, or IUPUI at Fort Wayne.

(i) Credit for classes previously taken at an approved institution will be given, providing that proper documentation is presented by the employee. High School level classes will not be eligible for credit, nor will correspondence courses.

(j) Other classroom training will be provided on the job, such as Lock out Tag out, Confined Space, Hazardous Materials, Right to Know, First Aid, and CPR training, among others.

(k) A committee of two representatives from management and

two from the union will be established to evaluate the training program as a whole and make recommendations for changes or improvements. This committee will also review the progress of each employee prior to upgrades, including interviews of prospective upgraders.

(1) Changes or additions to the requirements for classroom training will be agreed upon by the Committee in advance of any changes or additions being made.

Section 8. Goal Setting Committee. The Goal Setting Committee shall consist of three (3) management employees and three (3) union employees. Two (2) of the three (3) union employees shall be elected by vote, and one (1) union employee shall be appointed by the Business Manager to serve on this committee. The goals and their value shall be set by April 1, 1996 and April 1, 1997, respectively. The goals shall be evaluated by the Committee no later than March 15 of each subsequent year, and will determine the percentage of goals met for said year. If an agreement cannot be reached regarding the percentage of goals met by the Goal Setting Committee, the issue will go directly to arbitration. By no means shall management or union set goals that are unreachable or impractical. These goals are to be made so that management and union work together to provide a better work place, higher quality of product, and a more profitable business.

Section 9. Base Wages for 1997, and 1998. Beginning January 1, 1997, the base wages for the Filtration Plant shall be increased by an amount equal to the increase in the Consumer Price Index for the North Central Region (with a minimum Consumer Price Index increase of 2%) for the period beginning July 1, 1995, and ending June 30, 1996, over 1996 wages at the Filtration Plant.

Beginning January 1, 1998, the base wages for the Filtration Plant shall be increased by an amount equal to the increase in the Consumer Price Index for the North Central Region (with a minimum Consumer Price Index increase of 2%) for the period beginning July 1, 1996, and ending June 30, 1997, over the 1997 wages at the Filtration Plant

Section 10 Productivity Bonus. Each employee shall receive a productivity bonus of \$200.00 payable June 1, 1996 (shown at top of Wage Schedule A). For 1997 and 1998, each employee shall receive a productivity bonus of at least \$200.00, but not more than \$525.00 payable on June 1, 1997 and June 1, 1998. In 1997 and 1998, each employee's productivity bonus shall be the same and shall be based upon the percentage of productivity/efficiency goals that were reached in the prior year. The productivity/efficiency goals shall be established by a joint union/management committee (as defined in section 8). If no agreement can be reached on such goals, the maximum bonus shall be \$200.00

IUOE #19 - FILTRATION

Schedule A - January 1, 1996

Effective January 1, 1996, hourly wage rates for the listed classifications shall increase 2.5% over April 1, 1995 plus \$200.00 and shall be as follows:

Job Titles	First 3 Months	4 thru 7 Months	8 thru 11 Months	Over 11 Months	
Building Service Person	11.031	11.158	11.278	-----	
Building Service Person Working Ldr.	11.464	11.840	12.242	12.387	
Chemical Feed Operator	12.793	12.952	13.108	13.275	
Chemical Unloading Operator	12.765	12.925	13.169	13.248	
Chief Electrician	15.647	16.565	17.480	18.397	
Chief Operator	15.647	16.565	17.480	18.397	
Clerk/Typist B	10.867	11.034	11.220	11.434	
Electrician A	14.958	15.876	16.793	17.709	
Electrician B	12.450	12.634	12.828	13.367	
Electronic Technician	15.225	16.142	17.059	17.976	
High Service Pump Operator	12.668	12.826	12.983	13.149	
Hursttown-Cedarville Operator	12.101	12.245	12.390	12.566	
Operating Chemist	13.463	13.649	13.842	14.009	
Painter	12.710	12.924	13.180	13.438	
Plant Clerk (Maintenance)	12.028	12.188	12.315	12.495	
Relief Operator	13.513	13.699	13.892	14.059	
Secretary B	10.867	11.034	11.220	11.434	
St Joe Dam Operator	12.450	12.610	12.854	12.933	
Temporary Student Laborer	9.705	-----	-----	-----	
Utility Person	11.239	11.617	12.019	12.230	
Working Leader	15.246	15.507	15.768	16.044	
	First 3 Months	4 thru 8 Months	Over 9 Months		
Preventive Maintenance Mechanic	13.508	13.797	14.084		
Mechanic A	13.508	13.797	14.085		
Mechanic B	12.924	13.180	13.438		
Mechanic C	12.327	12.559	12.791		
	First 3 Months	4 thru 9 Months	10 thru 15 Months	16 thru 21 Months	Over 21 Months
Analytical Chemist	13.585	14.045	14.551	15.105	15.668

ADDENDUM B - WATER POLLUTION CONTROL PLANT

Regulations and Working Conditions

Section 1. Working Schedules: The regular working hours shall be as follows:

(a) **Control Operator, Aeration Operator:** Eight consecutive hours per day for six consecutive days and then two days off, Sundays and Holidays included, all in accordance with the schedule posted at the Utility. Shift working hours shall be: 8:00 a.m. to 4:00 p.m.; 4:00 p.m. to 12:00 midnight; and 12:00 midnight to 8:00 a.m.

(b) **Grit and Digester Operator:** 8:00 a.m. to 4:00 p.m., Monday through Friday.

(c) **Relief Operator:** Relief Operators may be utilized in any of the following classifications: Control Operator, Aeration Operator, Grit & Digester Operator, and Stormwater Station Operator. A Relief Operator's working schedule will be that of the job on which he is relieving.

(d) **Wastewater System Inspector, Stormwater Station Operator, Mechanics, Equipment Operators, and Maintenance Service Person:** 7:00 a.m. to 3:00 p.m. (Summer Hours 6:00 a.m. to 2:00 p.m.), Monday through Friday.

(e) **Laboratory Technician:** 7:30 a.m. to 11:30 a.m. and 12:00

noon to 4:00 p.m., Monday through Friday, plus four hours each day on rotating Saturdays/Sundays as scheduled.

(f) Custodian: 6:30 a.m. to 11:30 a.m. and 12:00 noon to 3:00 p.m., Monday through Friday.

(g) Building Service Person: 7:30 a.m. to 11:30 a.m. and 12:00 noon to 4:00 p.m., one Monday through Friday and one Tuesday through Saturday.

(h) Hours of work may be modified, in writing, by agreement of management and a majority of the members of the unit affected by the proposed change(s) in hours. At any time thereafter, the normal hours of work provided for herein shall be resumed if requested by management or by a majority of the unit affected by the change in hours.

(i) Relief Operator: When a temporary vacancy such as one due to vacations or sickness or other emergencies occurs in the Control or Aeration Operator classifications, a Relief Operator shall normally be assigned to cover the vacancy. If a Relief Operator is not available and if the vacancy can be filled at straight time by temporarily transferring a qualified employee from another classification, such employee may be assigned to the vacancy until the incumbent returns or a Relief Operator becomes available. All time worked in a given classification will be

equalized between the Relief Operator and other operators working the specific operator classifications. For purposes of vacation, the Relief Operator shall be treated as a 6/2 employee.

(j) Employees are expected to stay until the next shift arrives absent vacation or exigent circumstances for up to thirty (30) minutes or when replaced, whichever is shorter.

(k) Wash-up time can be utilized as follows: Five minutes prior to lunch and 15 minutes prior to quitting. All employees will be scheduled to work up to that time and expected to use that time for cleaning, not for congregating in the shop or lunchroom.

Section 2. Wage Schedules: (a) Notice of any action taken by the City after the date of the Agreement in the matter of adding, abolishing, or rerating positions because of change of duties or functions shall be promptly given by the City to the Union. If the Union feels that any such action by the City is erroneous, it shall so notify the City in writing within ten (10) days and such matter may be made a grievance under the grievance procedure provided for in this Agreement.

The City may employ or transfer workers in any of the classifications listed in the following Schedule(s) at the indicated beginning rate, or at a higher rate (not to exceed the maximum rate for such classification) in the event the previous

experience and qualifications of the employee entitle him/her to such higher rate. Employees shall progress from their beginning rate to the maximum rate for their position in accordance with the following Schedule A.

Section 3. Educational Reimbursement

If tuition reimbursement is established by the Director of the Utility, WPC Plant employees will be eligible to participate in the same fashion as all other members of the facility whether union or non-union.

Section 4. Labor/Management Committee

A Labor Management Committee shall be established for purposes of enhancing labor/management relations. This committee shall meet once a month. The committee is to be made up of six (6) employees. Three (3) members shall be from management and three (3) members shall be from labor. The department manager shall serve as the ex-officio chairman of the committee.

Section 5. Attendance Bonus Pay

Employees who have a minimum of 80 hours accrued sick time and four months of perfect attendance will be entitled to an additional eight (8) hours of pay. Perfect Attendance shall be defined as working all scheduled hours. The period of four months perfect attendance will begin following the last absence by the employee.

Payment of cash bonus will be made within the next pay period following the end of four months perfect attendance.

Section 6. Goal Setting Committee. The Goal Setting Committee shall consist of three (3) management employees and three (3) union employees. Two (2) of the three (3) union employees shall be elected by vote, and one (1) union employee shall be appointed by the Business Manager to serve on this committee. The goals and their value shall be set by April 1, 1996 and April 1, 1997, respectively. The goals shall be evaluated by the Committee no later than March 15 of each subsequent year, and will determine the percentage of goals met for said year. If an agreement cannot be reached regarding the percentage of goals met by the Goal Setting Committee, the issue will go directly to arbitration. By no means shall management or union set goals that are unreachable or impractical. These goals are to be made so that management and union work together to provide a better work place, higher quality of product, and a more profitable business.

Section 7. Base Wages for 1997, and 1998. Beginning January 1, 1997, the base wages for the Water Pollution Control (WPC) Treatment shall be increased by an amount equal to the increase in the Consumer Price Index for the North Central Region (with a minimum Consumer Price Index increase of 2%) for the period

beginning July 1, 1995, and ending June 30, 1996, over 1996 wages at the Water Pollution Control (WPC) Treatment.

Beginning January 1, 1998, the base wages for the Water Pollution Control (WPC) Treatment shall be increased by an amount equal to the increase in the Consumer Price Index for the North Central Region (with a minimum Consumer Price Index increase of 2%) for the period beginning July 1, 1996, and ending June 30, 1997, over the 1997 wages at the Water Pollution Control (WPC) Treatment.

Section 8 Productivity Bonus. Each employee shall receive a productivity bonus of \$200.00 payable June 1, 1996 (shown at top of Wage Schedule A). For 1997 and 1998, each employee shall receive a productivity bonus of at least \$200.00, but not more than \$525.00 payable on June 1, 1997 and June 1, 1998. In 1997 and 1998, each employee's productivity bonus shall be the same and shall be based upon the percentage of productivity/efficiency goals that were reached in the prior year. The productivity/efficiency goals shall be established by a joint union/management committee (as defined in section 8). If no agreement can be reached on such goals, the maximum bonus shall be \$200.00

IUOE #19 - WPC PLANT

Schedule A - January 1, 1996

Effective January 1, 1996, hourly wage rates for the listed classifications shall increase 2.5% over April 1, 1995 plus \$200.00 and shall be as follows:

Job Titles	First 3 Months	4 thru 7 Months	8 thru 11 Months	Over 11 Months
Aeration Operator	12.875	13.031	13.186	13.380
Building Service Person	11.349	11.488	11.617	-----
Control Operator	13.091	13.291	13.499	13.679
Custodian	11.622	-----	-----	-----
Equipment Operator A	13.489	13.691	13.883	14.070
Equipment Operator B	12.045	12.257	12.404	12.583
Grit & Digester Operator	12.245	12.403	12.557	12.747
Laboratory Technician	13.127	13.319	13.510	14.127
Laborer	11.747	11.888	12.008	12.157
Maintenance Service Person	12.583	12.793	12.955	13.186
Operation & Maintenance Foreman	14.407	14.063	14.271	14.478
Plant Electrician	-----	-----	-----	-----
Relief Operator	13.381	13.662	13.853	14.096
Stormwater Station Operator	12.119	12.277	12.432	12.621
Wastewater System Inspector	-----	-----	-----	-----

Job Titles	First 3 Months	4 thru 8 Months	Over 9 Months	
Preventive Maintenance Mechanic	13.264	13.434	13.617	
Mechanic A	13.691	13.883	14.070	
Mechanic B	13.264	13.434	13.617	
Mechanic C	12.470	12.613	12.791	

DIGEST SHEET

TITLE OF ORDINANCE: Approving negotiated rate increase and contract for employees of the Filtration and Water Pollution Control Treatment Departments covered by the International Union of Operating Engineers Local 19 (**IUOE**) for the year 1996 through 1998 for wages, and 1996 for language.

DEPARTMENT REQUESTING ORDINANCE: Law/Labor Relations (02/23/96)

SYNOPSIS OF ORDINANCE: Three year contract and approval of equity wage increase on the jobs listed on attached Wage schedule*, plus 2.5 percent wage rate increase over 1995 rates, and a \$200.00 productivity bonus for 1996.

EFFECT OF NON-PASSAGE: Continue with 1995 Contract Language and rates remain at 1995 levels.

MONEY INVOLVED:

1995 PAYROLL	=	\$2,363,141.45
1996 2.5% increase		\$ 59,078.53
1996 TOTAL PAYROLL		\$2,422,219.98

BILL NO. S-96-02-11

REPORT OF THE COMMITTEE ON
FINANCE
THOMAS C. HENRY - JOHN N. CRAWFORD - CO-CHAIR
ALL COUNCIL MEMBERS

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS

REFERRED AN (ORDINANCE) (~~RESOLUTION~~) of the Common Council
ratifying a collective bargaining agreement for employees of the City
of Fort Wayne/City Utilities represented by the International Union
of Operating Engineers Local 19 for the years 1996, 1997 and 1998

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID
(ORDINANCE) (~~RESOLUTION~~) XXXX

DO PASS

DO NOT PASS

ABSTAIN

NO REC

John Crawford
Thomas C. Henry

Martin D. B...

Thomas C. Henry

Debra Hill

DATED: 3-12-96.

Sandra E. Kennedy
City Clerk